



Abaris Real Estate Management, Inc.

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June 4, 2025

Ron Kuczinski

SBC LANDSCAPING

ron.kuczinskisbclandscaping.com

RE: Oak Pointe SWM Pond & Bio Swale Repairs

Dear Ron:

The Board of Directors at the above-referenced community has voted to accept your proposals for performing repairs to the the SWM Pond & Bio Swale areas in Oak Pointe as outlined in the proposal.

Enclosed is the signed copy of the proposal for your records. Please let me know if you have any questions. Thank you!

Sincerely,

Kaitlyn Ambush, CMCA
Community Manager

CC: Board of Directors



Department of Inspections and Permits

Heritage Office Complex
2664 Riva Road
Annapolis, MD 21401
410-222-7476

Infrastructure and Environmental Programs Inspection Report

To Contact this Inspector, Telephone: 410-222-4885

Inspection Date: 4/25/2025 **TIME:** 0930 **PERMIT** G02015781 **SWMA:** 0070

AASCD Name: 1014-26

OWNER/Permittee Name: TANYARD SPRINGS HOMEOWNERS ASSOCIATION, INC.

Address: 7811 MONTROSE ROAD **CITY:** POTOMAC **STATE:** MD **ZIP:** 20854

Location: WARBLERS PERCH WAY, GLEN BURNIE, MD 21060

Inspection Type: Storm Water Maintenance

Inspection Results: Not In Compliance

Corrective Action Taken:

4/1/2025 Issue Correction Notice

This triennial maintenance inspection was conducted to ensure that the Storm Water Management (SWM) practices (12 Infiltration Dry Wells, 5 Permeable Pavements, 4 Grass Swales, 2 Non-Rooftop Disconnects, 8 Bio-Swales, 5 Micro-Bioretenion, and 3 Submerged Gravel Wetlands) are being maintained in accordance with: Anne Arundel County Code, Article 16, Title 4 (SWM Ordinance), §§ 16-4-303 & 16-4-401; and the terms of SWM Agreement #15-0070; under Tax Account #03-605-90243393.

The inspection revealed that 8 Bio-Swales, 5 Micro-Bioretenion, and 3 Submerged Gravel Wetlands are not in compliance.

Please complete the following required maintenance actions by 06/30/2025:

Bio-Swale #1, #4, and #7:

1) Re-plant missing grasses as shown on the approved as-built landscaping plan.

Bio-Swale #3:

1) Re-plant missing shrubs as shown on the approved as-built landscaping plan.

Bio-Swale #5, #6, and #8:

1) Re-plant missing grasses and shrubs as shown on the approved as-built landscaping plan.

Bio-Swale #2:

1) Re-plant missing grasses and shrubs as shown on the approved as-built landscaping plan.

2) Repair, stabilize, and seed the sinkhole/erosion area around the inlet structure.

3) Confirm that the sinkhole/erosion is not being caused by a broken pipe and/or pipe connection coming from the ditch line in between the homes. If so, repair as necessary and stabilize/seed any disturbed area.

Micro-Bioretenion #1:

1) Re-plant missing grasses and shrubs as shown on the approved as-built landscaping plan.

2) Install 2"-3" of shredded hardwood mulch.

3) Repair, stabilize, and seed the sinkhole/erosion near the PVC cleanout pipe.

4) Confirm the sinkhole/erosion is not being caused by a broken pipe and/or pipe connection. If so, repair as necessary and stabilize/seed any disturbed area.

Micro-Bioretenion #2 and #3:

1) Re-plant missing grasses and shrubs as shown on the approved as-built landscaping plan.

2) Install 2"-3" of shredded hardwood mulch.

Micro-Bioretenion #4:

1) Re-plant missing grasses as shown on the approved as-built landscaping plan.

2) Install 2"-3" of shredded hardwood mulch.



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Micro-Bioretenion #5:

- 1) Re-plant missing grasses and shrubs as shown on the approved as-built landscaping plan.
- 2) Install 2"-3" of shredded hardwood mulch.
- 3) Re-seed and stabilize any bare areas on the side slopes.

Submerged Gravel Wetland #1, #2, and #3:

- 1) Remove turf grass cover.
- 2) Replace missing grasses as shown on the approved as-built landscaping plan.
- 3) Install 2"-3" shredded hardwood mulch.

NOTE: The above requirements for the submerged gravel wetlands will be put on hold at this time and re-inspected during the next follow-up inspection. Would like to give the existing vegetation some time to grow without mowing to see which plantings re-emerge and which will need to be re-installed.

Submerged Gravel Wetland #3:

- 1) The forebay (on Kinglets Roost Ln side) is holding water. Verify the PVC de-watering pipe is clear of obstruction and repair if necessary.

Notes/Other Comments:

- 1) Original follow-up date was 5/16/25. Request for extension was granted on 4/25/25 due to quantity and lead time for plant stock.
- 2) Failure to comply with, and/or reply to, this Correction Notice will result in the issuance of a Non-Compliance Notice and Violation Letter. Further non-compliance will result in a referral to the County Office of Law.

Required maintenance actions are based on site conditions that could be observed at the time of inspection. Required maintenance actions are subject to change and/or addition, pending the results of a follow-up inspection.

A follow-up inspection is currently scheduled for 06/30/2025.

If you have questions or concerns; would like to schedule a meeting; or would like to reschedule the follow-up inspection; please contact me at (443)-960-5740 (cell), (410)-222-4885 (office), and/or ipfred23@aacounty.org.

Received By:

I hereby acknowledge of this report by my signature which does not imply agreement or disagreement with its content.

Inspector: KYLE FREDERICKSON

SWM Pond Proposal

From Ron Kuczinski <Ron.kuczinski@sbclandscaping.com>

Date Fri 5/2/2025 11:31 AM

To Tanyard Springs <tanyardsprings@abarisrealty.com>

Cc Mark Moorman <mmoorman@abarisrealty.com>; Cory Thompson <cory.thompson@sbclandscaping.com>;
Jack Hendrickson <jack.hendrickson@sbclandscaping.com>

 1 attachment (269 KB)

2025-Tanyard Springs-SWM Ponds without Gravel Wetlands.pdf;

Good morning Mark,

I'm glad we had the opportunity to walk the site with the inspector yesterday and review all the SWM ponds, as well as discuss ways to help the community successfully pass the re-inspection. Removing the wet gravel areas for now was a helpful step for this year, and the potential to substitute shrubs with perennials—based on your conversation with the inspector—could be very beneficial moving forward. We'll wait to hear his update regarding those areas.

In the meantime, I've reviewed the list of plant material needed for the bioretention areas and bioswales to adjust the cost and focus solely on completing those specific areas. After working with our team and sourcing the most cost-effective plants, I've attached a revised proposal for your review and approval. We were able to include a discount from what the full cost would typically be, which will hopefully help support the community and streamline the approval process.

Please let me know if there's anything else I can help with.
Have a great weekend!!

Ron Kuczinski
Client Relations & Production Manager
SBC Outdoor Services
C:(240)-501-2408
O:(410)-679-1683





Enhancement Proposal

Date: 5/2/2025

Ron Kuczinski
SBC Outdoor Services
240-501-2408
Ron.Kuczinski@SBCLandscaping.com

Attention:
Tanyard Springs
6920 Heritage Crossing, Glen Burnie, MD 21060
Mark Moorman
tanyardsprings@abarisrealty.com

SBC Landscaping is pleased to submit a professional landscape proposal for Tanyard Springs. We are confident our attention to detail will provide you with the satisfaction your property deserves. Our proposal centers on providing you with an overview of the property conditions based on site inspections from our team. Our intent is to lay the foundation for a partnership that develops a plan to improve your property.

SWM Pond Inspection Repairs Required to Pass Reinspection

Scope or work:

- Furnishing and delivery of all plant material list below per inspection.
- Remove turf grass cover in all areas per the inspection.
- Repair, stabilize and seed the sink holes/erosion areas around the inlet structures per the inspection.
- Check the sinkholes/erosion areas mentioned in inspection to ensure they are not being caused by any broken pipes and/or pipe connection in all the SWM ponds mentioned by the inspector. Repair as needed and stabilize/seed any disturbed areas. Micro-bioretenion #5 will have the slopes bare areas repaired and stabilized as requested. These areas include the PVC cleanout pipes as well in required SWM ponds per the inspector. Submerged gravel wetland #3's forebay was holding water and we will verify the PVC de-watering pipe is clear of any/all obstructions and make proper repairs.
- Replant all missing grasses and shrubs in all necessary SWM ponds as shown on the approved as-built landscaping plan. Cory and I inspected every SWM pond together to compile the list of missing/needed plants. The entire list for each SWM pond is listed below.
- Install 2-3" of shredded hardwood mulch only in SWM ponds areas per the inspector. Seems the micro-bioretenion ponds will be the areas for mulching. Nothing in the bio-swales per the inspection.
- Clean up and dispose of any/all work-related debris from the property.

Quantity Needed	Codes	SWM Ponds Per Inspection	Plant Material	Size	
		Bio Swale 1 &2			
7	MCE	Myrica Cerifera	Southern Bayberry	3 GAL	
27	PVI	Panicum virgatum	switchgrass	QT	
3	STO	spirea tomentosa	steeplebush	3 GAL	
6	IVE	ILEX VERTICILLATA	SPARKLEBERRY HOLLY	3 GAL	
33	RFU	RUDBECKIA FULGITA	ORANGE CONEFLOWER	QT	
7	LBE	LINDERA BENZOIN	SPICEBUSH	3 GAL	
33	SSE	SOLIDAGO SEPERVIRONS	SEASIDE GOLDENROD	QT	
8	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
0	QPA	QUERCUS PALUSTRIS	PIN OAK		
0	VLE	VIBURNUM LENTAGO	NANNYBERRY	3G	
28	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
0	VDE	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	3G	
19	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
0	AAR	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	3G	
1	LSS				
		BIO SWALE 3			
3	VAC	VIBURNUM ACERFOLIA	MAPLE LEAF VIBURNUM	3G	
3	VDE	VIBURNUM DENTANTUM	ARROWWOOD VIBURNUM	3G	
2	IVE	ILEX VERTICILLATA	SPARKLEBERRY	3G	
		BIO SWALE 4			
11	PVI	PANICUM VIRGATUM	SWITCHGRASS	QT	
4	RCA	RHODODENDRON CANESCENS	SWEET AZALEA	3G	
23	PMA	PHLOX MACULATA	MEADOW PHLOX	QT	
3	STO	SPIREA TOMENTOSA	STEEPLE BUSH	3G	
26	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3G	
17	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
1	VDE	VIBURNUM DENTANTUM	VIBURNUM DENTANTUM	3G	
10	RFU	RUDBECKIA FULGETA	ORANGE CONEFLOWER	QT	

		BIO SWALE 5 & 6			
17	PMA	PHLOX MACULATA	MEADOW PHLOX	QT	
6	AAR	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	3G	
5	VDE	VIBURNUM DENTANTUM	VIBURNUM DENTANTUM	3G	
14	IVE	ILEX VERTICILLATA	SPARKLEBERRY HOLLY	3 GAL	
3	VLE	VIBURNUM LENTAGO	NANNYBERRY	3G	
22	SSE	SOLIDAGO SEPERVIRONS	SEASIDE GOLDENROD	QT	
27	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
16	APR	ALOPECURUS PRATENSIS	MEADOW FOXTAIL	1G	
13	RFU	RUDBECKIA FULGETA	ORANGE CONEFLOWER	QT	
7	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
		BIO SWALE 7			
0	IVE	ILEX VERTICILLATA	SPARKLEBERRY HOLLY	3 GAL	
58	EVI	ELYMUS VIRGINICUS	VIRGINA WILD RYE	1 GAL	
73	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
0	STO	SPIREA TOMENTOSA	STEEPLE BUSH	3G	
		BIO SWALE 8			
7	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
50	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
5	MCE	MYRICA CERIFERA	SOUTHERN BAYBERRY	3 GAL	
6	VDE	VIBURNUM DENTANTUM	ARROWWOOD VIBURNUM	3G	
50	PMA	PHLOX MACULATA	MEADOW PHLOX	QT	
		MICRO BIO RETENTION 1			
11	STO	SPIREA TOMENTOSA	STEEPLE BUSH	3G	
59	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
4	RCA	RHODODENDRON CANESCENS	SWEET AZALEA	3G	
41	PVI	Panicum Virgatum	SWITCHGRASS	QT	
5	VDE	VIBURNUM DENTANTUM	ARROWWOOD VIBURNUM	3G	
40	RFU	RUDBECKIA FULGETA	ORANGE CONEFLOWER	QT	

		MICRO BIO RETENTION 2			
31	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
5	LBE	LINDERA BENZOIN	SPICEBUSH	3 GAL	
37	PMA	PHLOX MACULATA	MEADOW PHLOX	QT	
4	RCA	RHODODENDRON CANESCENS	SWEET AZALEA	3G	
24	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
5	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
		MICRO BIO RETENTION 3			
0	QMA	QUERCUS MACROCARPA	BUR OAK	2.5	
38	APR	ALOPECURS PRATENSIS	MEADOW FOXTAIL	1 GAL	
6	STO	SPIREA TOMENTOSA	STEEPLE BUSH	3G	
1	QNI	QUERCUS NIGRA	WATER OAK	2.5	
84	EVI	ELYMUS VIRGINICUS	VIRGINA WILD RYE	1 GAL	
6	MCE	Myrica Cerifera	Southern Bayberry	3 GAL	
33	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
		MICRO BIO RETENTION 4			
1	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
0	QMA	QUERCUS MACROCARPA	BUR OAK	2.5	
1	RCA	RHODODENDRON CANESCENS	SWEET AZALEA	3G	
21	LPU	LOBELIA PUBERULA	DOWNY LOBELIA	QT	
34	APR	ALOPECURS PRATENSIS	MEADOW FOXTAIL	1 GAL	
3	MCE	Myrica Cerifera	Southern Bayberry	3 GAL	
22	EVI	ELYMUS VIRGINICUS	VIRGINA WILD RYE	1 GAL	
0	LBE	LINDERA BENZOIN	SPICEBUSH	3 GAL	
		MICRO BIO RETENTION 5			
0	QIN	QUERCUS NIGRA	WATER OAK	2.5	
7	GDU	GAYLUSSACIA DUMOSA	DWARF HUCKLEBERRY	3 GAL	
9	STO	SPIREA TOMENTOSA	STEEPLE BUSH	3G	
1	RCA	RHODODENDRON CANESCENS	SWEET AZALEA	3G	
35	SSE	SOLIDAGO SEPERVIRONS	SEASIDE GOLDENROD	QT	
14	CST	CAREX STYLOFLEXA	BENT SEDGE	QT	
0	ARU	Acer Rubrum	Red Maple	2.5	
39	PVI	Panicum Virgatum	SWITCHGRASS	QT	

Total Cost for above services: \$44,562.50

Discounted pricing for maintenance customer -\$5,812.50

Total cost for all work above to be completed. \$38,750.00

Terms:

1. **The Work.** The contractor shall furnish the "Work" in accordance with this Agreement and as specifically indicated above of this Agreement.
2. **Payment.** Customer shall pay Contractor **\$38,750.00** (the "Contract Sum.") The contractor will submit an invoice to the Customer for payment upon completion. For jobs lasting over 3 days, a 1/3 deposit will be collected before the material is ordered or work is scheduled. Payments will be due no later than fifteen (15) days from the date of such invoice. All past due balances will be assessed a 10% per month.
3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days' written notice to the Customer, stop the Work until payment of the amount owing has been received. The customer agrees to pay all reasonable costs of collection including attorney's fees and court costs. Should fuel prices rise above \$4.50 per gallon, a 2% fuel surcharge will be assessed on each monthly invoice for the duration of the fuel price.
4. **Cancellation.** Either party may terminate this Agreement if the other party substantially breaches any provision of this Agreement. Prior to such termination, the non-breaching party shall give the breaching party-specific notice of the claim of breach, intent to cancel, and a fifteen (15) day grace period for the breaching party to rectify the issue. If the issue is not rectified, the non-breaching party may terminate after sending a 30-day cancellation notice in writing.
5. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on-premises.
6. **Insurance.** The contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment, and operators.
7. **Defamation:** The customer agrees not to defame SBC Outdoor Services during or after any work has been completed. If the customer breaches this clause, the customer agrees to pay all legal fees associated with removing and replenishing said defamation. This includes but is not limited to, BBA, MHIC, and Social Media posts.
8. **Arbitration:** The customer and SBC Outdoor Services agree to dispute and disagreements using Fair Claims Arbitration. All fees associated with the arbitration will be split equally between SBC Outdoor Services and the customer. The arbitration will be binding and foreclose any other legal proceedings.
9. **Permits and Approvals.** The customer shall be responsible for determining whether any permits or approvals are necessary for the Contractor to complete the Work. The customer shall pay for all permits or approvals that are necessary for the Contractor to complete the Work unless permitting is listed in the scope of work.
10. **Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual wavier includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.
11. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action, or suit arising from this Agreement shall be brought in either federal or state court in Maryland, and the parties to this Contract hereby consent to the jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions, or suits.
12. All plants are guaranteed for the duration of one year with a one replacement limit. Plants will not be replaced if they die due to mechanical damage, pet damage, natural disasters, improper watering and/or fertilization, or insect or disease damage as these are out of the control of SBC Outdoor Service. Due to the nature of the work and the power of moving water, all drainage work is guaranteed for workmanship only.
13. All contracts are valid for 21 days. Approval of this agreement past 21 days will require an additional site visit and rebidding due to the ever-evolving nature and weather conditions.

SBC Representative
Signature *Ron Kuczinski*
Date 6/4/2025

Customer Approval
Signature *Mark Moorman*
Date June 4, 2025